

HENRY W. HOWARD  
WAYNE L. PRIM  
DENIS T. RICE  
HOWARD N. NEMEROVSKI  
RICHARD W. CANADY  
STUART R. POLLAK  
A. JAMES ROBERTSON II  
JEROME B. FALK, JR.  
RAYMOND P. HAAS  
STEPHEN M. TENNIS  
ROBERT E. GOODING, JR.  
NICHOLAS J. HONCHARIW  
STEVEN L. MAYER  
KELLEY GUEST  
DIRK M. SCHENKKAN  
ANN BRICK  
STEVEN E. SCHON  
THOMAS A. LARSEN  
ELIZABETH S. SALVESON  
JAY M. SPEARS  
H. JOSEPH ESCHER, III  
ROBERT F. KNOX  
H. MATHEW MOORE

LAW OFFICES OF  
HOWARD, PRIM, RICE, NEMEROVSKI,  
CANADY & POLLAK  
A PROFESSIONAL CORPORATION

THE HARTFORD BUILDING-650 CALIFORNIA STREET

SAN FRANCISCO 94108

[415] 434-1600

TWX 910-372-7214

RECORDATION NO. 10817 Filed 1425

OCT 14 1980 -2 25 PM

INTERSTATE COMMERCE COMMISSION

No. 10817  
OCT 14 1980  
Date.....  
Fee \$ 26.00

ICC Washington, D. C.

Secretary of the Interstate  
Commerce Commission  
Room 2227  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Sir:

*Rec No 10817*

Enclosed please find the following documents to be filed  
for recording in connection with the lease of certain railroad cars  
to Maine Central Railroad:

- Mrs See -*  
*NOTE - 2*  
*Amendments enclosed*  
*by phone letter*  
*last time about*  
*next letter may*  
*be filing*
- (1) Amendment dated as of August 1, 1979, to  
Conditional Sale Agreement, which Conditional  
Sale Agreement was filed and recorded with  
the ICC on September 14, 1979, at 3:30 p.m.,  
recording number 10817;
  - (2) Amendment dated as of August 1, 1979, to  
Lease, which Lease was filed and recorded  
with the ICC on September 14, 1979, at 3:31 p.m.,  
recording number 10817-B.

The parties to this transaction are as follows:

1. Maine Central Railroad Company - Lessee  
222-242 Saint John Street  
Portland, Maine 04102;
2. Mercantile-Safe Deposit and Trust Company - Agent  
P.O. Box 1477  
Baltimore, Maryland 21203;
3. General Electric Credit Corporation - Owner  
260 Long Ridge Road  
Stamford, Connecticut 06902;

FREE  
OCT 14 1980  
OCT 14 2 50 PM '80

*Kenneth P. Foster*  
*Contingent*

October 9, 1980

Page Two

4. Connecticut Bank and Trust Company - Trustee  
One Constitution Plaza  
Hartford, Connecticut 06115;
5. FMC Corporation - Builder  
4700 N.W. Front Avenue  
P.O. Box 3616  
Portland, Oregon 97208;
6. Nationwide Life Insurance Company - Investor  
One Nationwide Plaza  
Columbus, Ohio 43216;
7. Indianapolis Life Insurance Company - Investor  
P.O. Box 1230B  
Indianapolis, Indiana 46206;
8. United Farm Bureau Family Life  
Insurance - Investor  
130 East Washington Street  
Indianapolis, Indiana 74204.

Specific information regarding the above-referenced lease of the railroad cars may be found in Attachment A attached hereto.

The original of these documents should be returned to me at the above address.

Sincerely,



NICHOLAS J. HONCHARIW  
Counsel for the Agent and  
the Investors

/jc  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/14/80

OFFICE OF THE SECRETARY

Nicholas J. Honchariw  
Howard, Prim, Rice, Nemerovski  
Canady & Pollak  
The Hartford Bldg, 650 Calif. St.  
San Francisco, Calif. 94108

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/14/80 at 2:55pm, and assigned re-recording number(s). 10817-D & 10817-E

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO.

10817-2

FILED 1425

OCT 14 1980 -2 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT

DATED AS OF AUGUST 1, 1979

TO

CONDITIONAL SALE AGREEMENT

between

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee

and

FMC CORPORATION

AMENDMENT TO CONDITIONAL SALE AGREEMENT  
dated as of August 1, 1979, between FMC CORPORATION,  
a Delaware corporation (the "Builder" or the "Vendor"  
as the context may require, all as more particularly  
set forth in Article 1 of the Conditional Sale  
Agreement hereinafter set forth), and THE CONNECTICUT  
BANK AND TRUST COMPANY, a Connecticut banking  
corporation, acting not in its individual capacity  
but solely as Trustee (together with any permitted  
assignee, the "Trustee") under a Trust Agreement  
dated as of the date hereof (the "Trust Agreement")  
with GENERAL ELECTRIC CREDIT CORPORATION (the "Owner").

WHEREAS the Builder and the Trustee have entered into  
a Conditional Sale Agreement in original counterpart copies  
dated as of August 1, 1979 (the "CSA");

WHEREAS one original counterpart copy of the CSA and  
two duplicate copies of such original counterpart copy were  
filed and recorded with the Interstate Commerce Commission  
pursuant to Section 11303 of the Interstate Commerce Act on  
September 14, 1979, at 3:30 P.M., recordation no. 10817;

WHEREAS such recorded original counterpart copy of  
the CSA and the two duplicate copies thereof contained an  
incomplete schedule which the Builder and the Trustee desire to  
correct;

NOW, THEREFORE, the parties hereto do hereby correct  
the original counterpart copy of the CSA and the two duplicate  
copies thereof recorded with the Interstate Commerce Commission  
on September 14, 1979, at 3:30 P.M., recordation no. 10817, to  
conform to the correct original counterpart copies of the CSA  
as follows:

Pages C 37-39 of such original counterpart copy of the  
CSA and the two duplicate copies thereof, comprising Schedule 1  
to the CSA, are hereby replaced in their entirety by Exhibit "A"  
attached hereto and incorporated herein by this reference.

In all other respects such original counterpart copy  
of the CSA are confirmed as complete and correct copies of the  
CSA in full force and effect.



This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract.

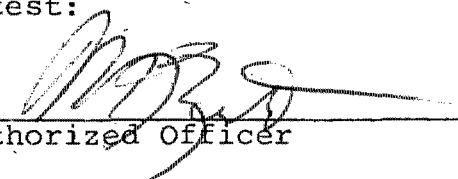
IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY,  
as Trustee, as aforesaid

By   
Authorized Officer

[Seal]

Attest:

  
Authorized Officer

FMC CORPORATION

By \_\_\_\_\_  
Vice President

[Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY,  
as Trustee, as aforesaid

By \_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

FMC CORPORATION

By Daniel C. Smith  
Vice President

[Seal]

Attest:

A. P. Keith  
Assistant Secretary



STATE OF CONNECTICUT    )  
                                  )    SS:  
COUNTY OF HARTFORD    )

On this 26th day of December, 1979, before me personally appeared Donald E. Smith, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of The Connecticut Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission expires  
\_\_\_\_\_, 19\_\_.

**BARBARA S. KACICH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31, 1982

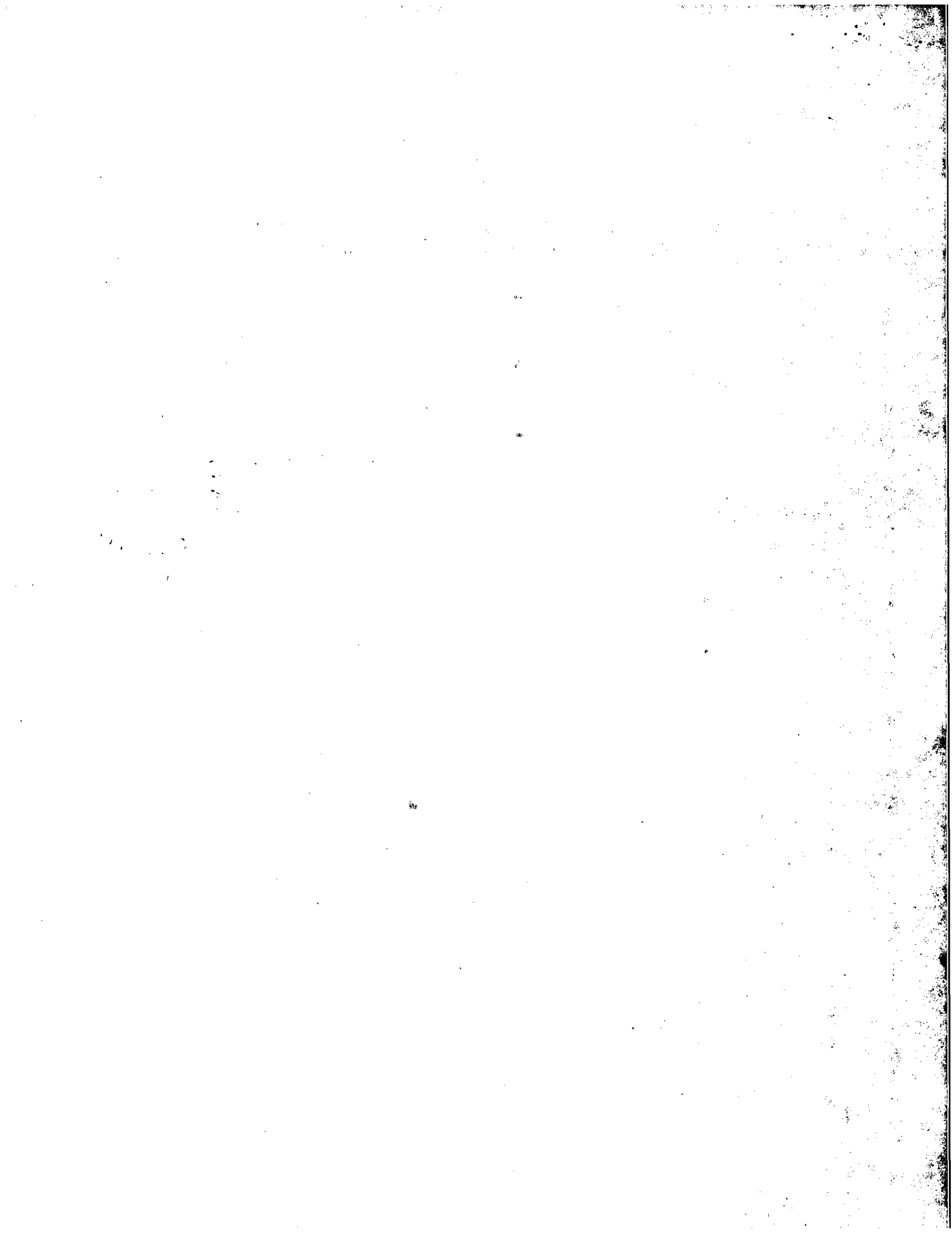
STATE OF ILLINOIS        )  
                                  )    SS:  
COUNTY OF COOK        )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is Vice President of FMC Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires  
\_\_\_\_\_, 19\_\_.



STATE OF CONNECTICUT     )  
                                  )   ss:  
COUNTY OF HARTFORD     )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of The Connecticut Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires  
\_\_\_\_\_, 19\_\_.

STATE OF ILLINOIS        )  
                                  )   ss:  
COUNTY OF COOK         )

On this 3<sup>rd</sup> day of JANUARY, 1980, before me personally appeared DANIEL C. Smith, to me personally known, who, being by me duly sworn, says that he is Vice President of FMC Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara J. Neal  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires  
MAY 31, 1983.

# EXHIBIT A

## SCHEDULE I

Allocation Schedule of Each \$1,000,000 of 10% CSA  
Indebtedness Payable in (i) One Interim Payment  
of Interest Only on January 1, 1980,\* and  
(ii) 80 Quarterly Installments of Principal  
and Interest Commencing January 1, 1980

<u>Installment No.</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Ending Principal</u>
(1/1/80)	\$ *	\$ *	\$ -.00	\$1,000,000.00
1 (1/1/80)	29,847.61	25,000.00	4,847.61	995,152.39
2 (4/1/80)	29,847.61	24,878.81	4,968.80	990,183.59
3 (7/1/80)	29,847.61	24,754.59	5,093.02	985,090.57
4 (10/1/80)	29,847.61	24,627.26	5,220.35	979,870.22
5 (1/1/81)	29,847.61	24,496.76	5,350.85	974,519.37
6 (4/1/81)	29,847.61	24,362.98	5,484.63	969,034.74
7 (7/1/81)	29,847.61	24,225.87	5,621.74	963,413.00
8 (10/1/81)	29,847.61	24,085.32	5,762.29	957,650.71
9 (1/1/82)	29,847.61	23,941.27	5,906.34	951,744.37
10 (4/1/82)	29,847.61	23,793.61	6,054.00	945,690.37
11 (7/1/82)	29,847.61	23,642.26	6,205.35	939,485.02
12 (10/1/82)	29,847.61	23,487.13	6,360.48	933,124.54
13 (1/1/83)	29,847.61	23,328.11	6,519.50	926,605.04
14 (4/1/83)	29,847.61	23,165.13	6,682.48	919,922.56
15 (7/1/83)	29,847.61	22,998.06	6,849.55	913,073.01
16 (10/1/83)	29,847.61	22,826.83	7,020.78	906,052.23
17 (1/1/84)	29,847.61	22,651.31	7,196.30	898,855.93
18 (4/1/84)	29,847.61	22,471.40	7,376.21	891,479.72
19 (7/1/84)	29,847.61	22,286.99	7,560.62	883,919.10
20 (10/1/84)	29,847.61	22,097.98	7,749.63	876,169.47
21 (1/1/85)	29,847.61	21,904.24	7,943.37	868,226.10
22 (4/1/85)	29,847.61	21,705.65	8,141.96	860,084.14
23 (7/1/85)	29,847.61	21,502.10	8,345.51	851,738.63
24 (10/1/85)	29,847.61	21,293.47	8,554.14	843,184.49

25 (1/1/86)	29,847.61	21,079.61	8,768.00	834,416.49
26 (4/1/86)	29,847.61	20,860.41	8,987.20	825,429.29
27 (7/1/86)	29,847.61	20,635.73	9,211.88	816,217.41
28 (10/1/86)	29,847.61	20,405.44	9,442.17	806,775.24
29 (1/1/87)	29,847.61	20,169.38	9,678.23	797,097.01
30 (4/1/87)	29,847.61	19,927.43	9,920.18	787,176.83
31 (7/1/87)	29,847.61	19,679.42	10,168.19	777,008.64
32 (10/1/87)	29,847.61	19,425.22	10,422.39	766,586.25
33 (1/1/88)	29,847.61	19,164.66	10,682.95	755,903.30
34 (4/1/88)	29,847.61	18,897.58	10,950.03	744,953.27
35 (7/1/88)	29,847.61	18,623.83	11,223.78	733,729.49
36 (10/1/88)	29,847.61	18,343.24	11,504.37	722,225.12
37 (1/1/89)	29,847.61	18,055.63	11,791.98	710,433.14
38 (4/1/89)	29,847.61	17,760.83	12,086.78	698,346.36
39 (7/1/89)	29,847.61	17,458.66	12,388.95	685,957.41
40 (10/1/89)	29,847.61	17,148.94	12,698.67	673,258.74
41 (1/1/90)	27,286.65	16,831.47	10,455.18	662,803.56
42 (4/1/90)	27,286.65	16,570.09	10,716.56	652,087.00
43 (7/1/90)	27,286.65	16,302.17	10,984.48	641,102.52
44 (10/1/90)	27,286.65	16,027.56	11,259.09	629,843.43
45 (1/1/91)	24,207.00	15,746.09	8,460.91	621,382.52
46 (4/1/91)	24,207.00	15,534.56	8,672.44	612,710.08
47 (7/1/91)	24,207.00	15,317.75	8,889.25	603,820.83
48 (10/1/91)	24,207.00	15,095.52	9,111.48	594,709.35
49 (1/1/92)	22,478.89	14,867.73	7,611.16	587,098.19
50 (4/1/92)	22,478.89	14,677.45	7,801.44	579,296.75
51 (7/1/92)	22,478.89	14,482.42	7,996.47	571,300.28
52 (10/1/92)	22,478.89	14,282.51	8,196.38	563,103.90
53 (1/1/93)	22,094.53	14,077.60	8,016.93	555,086.97
54 (4/1/93)	22,094.53	13,877.17	8,217.36	546,869.61
55 (7/1/93)	22,094.53	13,671.74	8,422.79	538,446.82
56 (10/1/93)	22,094.53	13,461.17	8,633.36	529,813.46

57 (1/1/94)	28,781.88	13,245.34	15,536.54	514,276.92
58 (4/1/94)	28,781.88	12,856.92	15,924.96	498,351.96
59 (7/1/94)	28,781.88	12,458.80	16,323.08	482,028.88
60 (10/1/94)	28,781.88	12,050.72	16,731.16	465,297.72
61 (1/1/95)	29,847.61	11,632.44	18,215.17	447,082.55
62 (4/1/95)	29,847.61	11,177.06	18,670.55	428,412.00
63 (7/1/95)	29,847.61	10,710.30	19,137.31	409,274.69
64 (10/1/95)	29,847.61	10,231.87	19,615.74	389,658.95
65 (1/1/96)	29,847.61	9,741.47	20,106.14	369,552.81
66 (4/1/96)	29,847.61	9,238.82	20,608.79	348,944.02
67 (7/1/96)	29,847.61	8,723.60	21,124.01	327,820.01
68 (10/1/96)	29,847.61	8,195.50	21,652.11	306,167.90
69 (1/1/97)	29,847.61	7,654.20	22,193.41	283,974.49
70 (4/1/97)	29,847.61	7,099.36	22,748.25	261,226.24
71 (7/1/97)	29,847.61	6,530.66	23,316.95	237,909.29
72 (10/1/97)	29,847.61	5,947.73	23,899.88	214,009.41
73 (1/1/98)	29,847.61	5,350.24	24,497.37	189,512.04
74 (4/1/98)	29,847.61	4,737.80	25,109.81	164,402.23
75 (7/1/98)	29,847.61	4,110.06	25,737.55	138,664.68
76 (10/1/98)	29,847.61	3,466.62	26,380.99	112,283.69
77 (1/1/99)	29,847.61	2,807.09	27,040.52	85,243.17
78 (4/1/99)	29,847.61	2,131.08	27,716.53	57,526.64
79 (7/1/99)	29,847.61	1,438.17	28,409.44	29,117.20
80 (10/1/99)	29,845.13	727.93	29,117.20	-.00

\$ _____	\$ _____	\$1,000,000.00	\$ - .00
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\* Interest only on the Indebtedness shall be paid to the extent accrued on this date.